

**MEMORDUM OF UNDERSTANDING
BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE SUMTER COUNTY CLERK OF CIRCUIT COURT**

WHEREFORE, this Memorandum of Understanding (**MOU**) is intended to formalize a cooperative partnership between the Sumter County Board of County Commissioners (**COUNTY**) and the Sumter County Clerk of Circuit Court (**CLERK**) regarding access, use and maintenance of an archival device with said relationship being governed by the parameters described herein:

SECTION 1. PURPOSE AND SCOPE:

- A) The WHEREFORE clause above is hereby incorporated into this **MOU** as if stated herein, *in haec verba*.
- B) The purpose of this **MOU** is to enable the **COUNTY** and **CLERK** to jointly exercise the powers which each has in order to enable both to make the most efficient use of their respective powers on a basis of mutual advantage and thereby providing services and facilities in a manner that will promote efficiency and economy in the rendering of public services to the citizens of Sumter County.
- C) The **COUNTY** purchased a device, specifically a single Dell PowerVault NX300 (ServiceTag # 4T4M9Q1), located in the Clerk of Circuit Courts' datacenter in Bushnell, Florida. This device will serve as an archival storage platform to be shared between the **COUNTY** and **CLERK**.

SECTION 2. AGENCY RESPONSIBILITIES:

The following sections identify specific responsibilities of each party.

- A. **COUNTY** agrees to:
 - 1. Provide the archival hardware described in Section 1. Paragraph C, and the necessary software, as well as a continuous warranty and support contract on this hardware and software for a term of three years beginning on March 14, 2011 and ending on March 14, 2014.
 - 2. Supply Application Xtender licenses and Microsoft Client Access licenses to its users for access and use of the archival device.
 - 3. Provide the ability to recover from a hardware failure of the archival device within one business day.
- B. **CLERK** agrees to:
 - 1. Share in the usage of this archival device. As part of this agreement, **CLERK** shall provide the necessary SQL Server and SQL licensing needed by both parties and shall also provide Application Xtender support to both parties. **CLERK** shall provide Application Xtender licenses and Microsoft Client Access licenses to its users for access and use of the archival device.

2. Provide the necessary access to use the archival device through a thick-client interface for scanning documents into the archival system and for viewing the same.
 3. Provide a Web Browser interface for viewing (only) of documents stored within the archival system.
 4. Maintain the archival device in a secure location. User accounts with access to this archival device shall be created and shall be maintained by the **CLERK**.
 5. Provide the ability to recover this archival device from a data failure to a point in time when the last backup occurred (currently conducted nightly).
 6. Provide data recovery from a total data loss within four hours.
 7. Ensure the availability of the archival system between the hours of 6 AM thru 6 PM, Monday through Friday.
- C. Third-Party Software Licensing: Each party shall be responsible for acquiring and maintaining the necessary licenses for any third-party software or hardware placed on their computer systems. The exception is that the **CLERK** shall provide the licensing necessary to utilize Microsoft SQL server, which is physically located at the Clerk of Circuit Courts' datacenter.
- D. Storage Capacity Increases: The cost of storage capacity increases will be based on the percentage of storage used by each entity.

SECTION 3. **EFFECTIVE DATE AND TERM:**

1. Term: The term of this Agreement shall be three (3) years from March 14, 2011.

SECTION 4. **CANCELLATION:**

This memorandum may be canceled by either party without cause providing the party initiating the cancellation provides the other party written notice at least 60 days prior to the effective cancellation date.

SECTION 5. AMENDMENTS:

The memorandum of understanding may be amended only with the written consent of all parties.

IN WITNESS THEREOF, the parties hereto have set their hands on the day, month and year written below.

SUMTER COUNTY CLERK OF CIRCUIT COURT

By: _____
GLORIA R. HAYWARD

Date: _____

**ATTEST: GLORIA R. HAYWARD
CLERK & AUDITOR**

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

By: _____
DEPUTY CLERK

By: _____
DON BURGESS, CHAIRMAN

Date: _____